

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

MIKE MEDRANO,

Plaintiff,

Case No. 21-11947

v.

Hon. George Caram Steeh

WAL-MART STORES EAST, LP,
a foreign limited partnership,

Defendant.

_____ /

ORDER GRANTING MOTION
TO ENFORCE SETTLEMENT

The parties orally agreed to settle this case on June 9, 2022. The agreement was confirmed in an email message that same day. The parties initially cancelled their settlement conference with Magistrate Judge Grand, which was to take place on June 14, 2022. On June 13, 2022, however, Plaintiff's counsel advised Defendant that Plaintiff "had a change of heart" and would not agree to the settlement in writing. The parties then appeared before Magistrate Judge Grand for the conference, and Plaintiff reiterated that he wanted to continue with the case and back out of the settlement.

Defendant seeks to enforce the settlement. Plaintiff opposes the motion, on the sole basis that the parties' agreement had not yet been reduced to writing. A settlement agreement need not be in writing to be

enforceable, however. “When parties have agreed on the essential terms of a settlement, and all that remains is to memorialize the agreement in writing, the parties are bound by the terms of the oral agreement.” *RE/MAX Int’l, Inc. v. Realty One, Inc.*, 271 F.3d 633, 646 (6th Cir. 2001). “[S]ummary enforcement of a settlement agreement has been deemed appropriate where no substantial dispute exists regarding the entry into and terms of an agreement.” *Id.* at 645-46.

Here, there is no dispute that the parties orally agreed to a settlement, including its material terms. Specifically, the parties agreed that Defendant would provide a payment (in an undisclosed amount) in exchange for a standard release of Plaintiff’s claims. Plaintiff has offered no legitimate basis to avoid the settlement, which the court will retain jurisdiction to enforce.

Accordingly, IT IS HEREBY ORDERED that Defendant’s motion to enforce the settlement agreement (ECF No. 17) is GRANTED and Plaintiff’s complaint is DISMISSED WITH PREJUDICE.

Dated: July 12, 2022

s/George Caram Steeh
GEORGE CARAM STEEH
UNITED STATES DISTRICT JUDGE